WELCOME

Thank **You** for taking out a policy with Collinson Insurance Services Limited and choosing **Us** for **Your Property Emergency** Insurance.

We will provide the services and benefits described in this Policy:

- during any Period of Insurance set out in the Schedule
- within the **Geographical Limits**.

We will use the details that **You** have given **Us** to provide the services and benefits set out in this policy, subject to the following terms, conditions and exclusions, together with any applicable endorsements. **You** should read all of these carefully, to ensure this policy meets **Your** individual requirements.

If **You** are unsure whether something is covered or excluded, please contact the company who sold **You** this Policy.

This policy is underwritten by Astrenska Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FCA Register number 202846). **You** can check this on the FCA's register by visiting the Website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.
. This insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.
To ensure **We** are consistent in providing **Our** customers with quality service, **We** may record **Your** telephone call.

THE AIMS OF THIS INSURANCE

This insurance is a **Property Emergency** Assistance policy and not a household buildings or contents policy.
This Insurance does not cover normal day-to-day **Property** maintenance which **You** should carry out or pay for, such as items which tend to gradually Wear out over a period of time or need periodic attention. Examples of these include the descaling of central heating pipes or the replacement of tap and cistern washers.

We undertake to provide rapid, expert help if **You** suffer an **Emergency** in **Your Property** arising from an incident covered under the policy. **We** will arrange for one of **Our Approved Contractor**s on **Our** nationwide list of authorised tradesmen to attend and take action to stabilise the situation and remove the **Emergency**.

Cooling Off Period: If, when reading **Your** policy, **You** decide that it does not meet **Your** requirements, please return the policy and Certificate within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **You** any premium **You** have paid and **We** will recover from **You** any payments **We** have made.

PERIOD OF INSURANCE

Your policy will be on either an annual basis or a monthly rolling basis as explained below and as confirmed in **Your** Insurance Schedule:

Annual policies: if **You** selected an annual period of insurance, the insurance starts at the date of purchase or at renewal and continues for a period of twelve months, upon receipt of **Your** premium. The annual premium will be collected by Credit/Debit Card.

Monthly rolling policies: if **You** selected monthly rolling periods of insurance, the insurance starts at the date of purchase for a period of one month and will continue by periods of one month at a time upon receipt of each monthly premium from **You**. The monthly premium will be collected by Direct Debit.

The insurance will be terminated immediately if **Your** monthly or annual premium is not paid, as appropriate.

Your Property Emergency Schedule will confirm if **Your** policy is on an annual basis or monthly rolling basis.

MEANING OF WORDS

Certain words in **Your** policy document or Schedule have a particular meaning as shown below. Whenever **We** use one of these words it will always have the same meaning.

We/Us/Our: Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

You/Your: The person named on the **Property Emergency** Schedule and anyone else legally residing at **Your Property**.

Approved Contractor: A tradesman approved and authorised by **Us** in advance to carry out repairs.

Emergency: A sudden and unexpected event at **Your Property** which if not dealt with immediately will
- expose **You** or a third party to a risk to their health or
- make **Your Property** unsafe or insecure or
- will cause damage or further damage to **Your Property** and its contents or
- will leave **Your Property** without Mains Services.

Excess: Means the amount of money **You** must pay as the first part of each and every claim.

Mains Services: Mains drainage to the boundaries of **Your Property**, water, electricity and gas within the **Property**.

Emergency Repair: A temporary repair carried out by an **Approved Contractor** which is necessary to resolve the immediate

Emergency, but which will need to be replaced by a **Permanent Repair**.

Permanent Repair: A repair or other work necessary to put right the damage caused to **Your Property** by the **Emergency**.

Geographical Limits: Comprising of the mainland of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Property: The house, bungalow or self-contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in **Your Property Emergency** Schedule This excludes bed-sits or properties with multiple occupation/ residential or nursing homes.

Unoccupied: Not been lived in by **You** or **Your** Family, or any other person with **Your** permission.

YOUR COVER

What is Covered	What is Not Covered
An event which **We** consider to be an **Emergency** to **Your Property** by the following Causes:	• An **Emergency** which happens before the Period of Insurance or within 14 days of the date of first purchase of this policy • The **Excess** that is shown on **Your Property Emergency** Schedule
Bursting or sudden leakage of water pipes within **Your Property** or failure of **Your** domestic hot water heating	• dripping taps. • burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap. • slow seepage from joints or gaskets which does not involve a sudden escape of water. • leaking overflows. • the results of hard water scaling deposits. • breakage of any basin, bath, bidet or shower base.
Failure of or damage to underground drains or sewers	• blockage of soil or waste pipes from sinks, basins, bidets, baths or showers. • the results of hard water scaling deposits.
Failure of **Your** Mains Services for which **You** are legally responsible	• malfunctioning or blockage of cesspits or septic tanks and their associated pipe work. • loss or damage arising from the utility company interrupting or deliberately disconnecting the Mains Services or any equipment they are responsible for.
Complete failure of **Your** central heating system involving a boiler or warm air unit.	• replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts. • any costs for work recommended as being undertaken following a service of **Your** boiler of warm air unit. • any intermittent or reoccurring fault. • any repairs to your boiler or heating system if it is deemed beyond economic repair. • any water pressure adjustments or failure caused through hard water scale or sludge. • gas leaks from any pipes or appliances. • any re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions. • any boiler or system noise. • any radiator valves. • any airlocks in the central heating piping. • any costs relating to the repair or replacement of the central heating pump or wall or room thermostat. • the results of hard water scaling deposits. • where the heating system is over 15 years old. • where the heating system has an output more than 60kw per hour capacity.
Damage to, or mechanical failure of, the only accessible toilet or cistern in **Your Property** which results in complete loss of function.	• any claim where there is another working toilet within **Your Property** • breakdown of, loss of or damage to Saniflow toilets • cost of replacement ceramics or parts
Removal of wasp nests, field or house mice or brown rats within **Your Property**	• any infestations or pests in gardens, or outbuildings. • any damage caused by the pests or infestations or by their removal.
Break-in or vandalism compromising the security of **Your Property**	• breakage of internal glass or doors. • vandalism caused by **Your** tenant or anyone staying at **Your Property** with **Your** permission. • any loss not reported to the Police.
Missing or repositioned roof tiles	• flat or Tarpaulin Roofs. • blocked or misaligned guttering.

We will appoint an **Approved Contractor** to assist **You** if **You** lose or damage the only available key to **Your Property** or if **You** are unable to gain access to **Your Home** due to failure or damage to the external locking mechanism	• Any theft of keys, vandalism or malicious damage not reported to the police.
Where **Your Property** is rendered not fit to live in as a result of an **Emergency** covered by this policy, if **You** ask **Us We** will arrange and pay up to a total of £250 for reasonable overnight accommodation only costs, incurred by **You**	

BOILER BEYOND ECONOMIC REPAIR

Where **Your** boiler is deemed beyond economic repair, **We** will pay a contribution towards the cost of a new boiler being installed. Once **You** send us an invoice from a qualified Gas Safe Contractor upon installation of a new boiler, **We** will pay a contribution of £250, less any premium outstanding to us. A boiler can be uneconomical to repair for a number of reasons. These include:

• The cost of parts (including VAT) to repair the main heating system is greater than 85% of the manufacturer's current retail price of a replacement or a similar model, It would cost more to repair the boiler than to replace it with a new one; or
• It would cost more to repair the boiler than to replace it with a new one; or
• New, genuine parts are no longer available to our suppliers; or
• The type of fault which has caused the boiler to fail and the extent of the repairs which will be required to fix it
• Any repair is only expected to result in a temporary fix and other faults are likely to occur shortly afterwards

Any decision regarding whether or not it is economical to repair **Your** boiler will be made by **Our** contractor, using their knowledge and experience of similar boilers and faults. **You** may find another contractor who will be willing to repair **Your** boiler and this is **Your** choice. However, **We** would not be able to continue to insure **Your** boiler, even if it has been repaired by someone else.

HOW WE SETTLE A CLAIM

When **You** call us, **You** will need to pay any **Excess** shown on **Your Property Emergency** Schedule by debit or credit card.

We will then arrange for an **Approved Contractor** to assess the situation and carry out **Emergency** Repairs to **Your Property** to stabilise the situation and remove the **Emergency** or restore the normal operation of the boiler or warm air unit.

Where the cost of a **Permanent Repair** is similar to the cost of an **Emergency** Repair **We** may, at **Our** sole discretion, authorise **Our Approved Contractor** to undertake a **Permanent Repair** to **Your Property**.

We will pay up to a maximum as detailed on **You**r **Property Emergency** Schedule for any claim including VAT, call-out charges, labour, parts and materials,

Whilst **We** will make every effort to make sure that **We** supply **You** with the full range of services in all Emergencies covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent **Us** from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum amount that **We** will pay and the maximum number of claims **You** can make during any **Period of Insurance** is detailed on **Your Property Emergency** Schedule including VAT.

WHAT TO DO IF YOU NEED TO MAKE A CLAIM

When **You** become aware of a possible claim under this policy, **You** must notify **Us** immediately by telephone on:

0345 307 4898

We will then advise **You** how to protect **You**rself and **Your Property**.

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major Emergencies which may result in serious damage or danger to **You** or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public **Emergency** Services.

SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999

POLICY CONDITIONS

1 **You** must answer all questions about this policy honestly and fully at all times. **You** must also tell **Us** straight away if anything that **You** have already told **Us** changes. If **You** do not tell **Us**, **Your** policy may be cancelled and any claim **You** make may not be paid.
2 **You** must take all reasonable steps to protect **Your Property** and prevent loss and damage and to maintain **Your Property** in sound condition and good repair.
3 All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and **You** should keep all service documentation in case it is needed when **You** make a claim
4 If any claim under this Policy is in any respect fraudulent or unfounded, all benefit paid and/or payable in relation to that fraudulent claim shall be forfeited and (if appropriate) recoverable. **We** shall not be liable to **You** in respect of a relevant claim occurring after the time of the fraudulent act. For the avoidance of doubt, the rights and obligations of the parties to the contract with respect to claims occurring before the time of the fraudulent act are unaffected; and

- **We** need not return any Premiums paid
- **We** may share information about the circumstances with other organisations, public bodies, authorities and law enforcement agencies for criminal investigation.

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **We** transact business.

5 **We** will insure **You** under this policy only if **You** keep to the terms and conditions of this policy.
6 **We** may take proceedings at **Our** expense and for **Our** own benefit, but in **Your** name, to recover compensation from any third party in respect of anything covered by this policy. This is to enable **Us** to recover any costs **We** have incurred from any third party who may have liability for the costs.
7 When **You** become aware of a possible claim under this policy, **You** must notify **Us** immediately. If for any reason **We** allow **You** to use **Your** own appointed contractor, **You** should obtain an estimate for the work and contact **Us** for authorisation to continue with the repair. **You** must then at **Your** own expense supply **Us** with a written statement and other supporting documentation that **We** may require to substantiate **Your** claim as soon as is reasonably possible.
8 If there is any dispute about the Policy interpretation, or if **We** have accepted a claim but there is a disagreement over the amount **We** will pay, **We** offer **You** the option of resolving this by using the Arbitration procedure **We** have arranged. Please see the details shown under the Customer Satisfaction section. Using this Service will not affect **Your** legal rights.
9 **You** and **We** are free to choose the Law applicable to this agreement but in the absence of agreement to the contrary the Law of England and Wales will apply.
10 **You** must promptly pay **Us** or the **Approved Contractor** for all work authorised by **You** which is not covered under this insurance policy.
11 If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, **You** must provide **Us** with full details of the other contract. **We** will not pay more than **Our** fair share (rateable proportion) of any claim.

POLICY EXCLUSIONS

You are not covered for:
1 The **Excess** that is shown on **Your Property Emergency** Schedule.
2 Any loss or damage arising from faults, damage or infestation that **You We**re aware of at the time **You** entered into this contract
3 Any costs incurred when **You** have not notified **Us** and received **Our** prior agreement.
4 Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement.
5 Damage incurred in gaining necessary access or the cost of effecting **Permanent Repair**s once the **Emergency** has been resolved, including any redecoration or making good the fabric of the **Property**.
6 Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards.
7 Any claim when the **Property** has been left **Unoccupied** for 30 consecutive days or more.
8 Any Claim where the **Property** is used for any business purposes other than letting to a tenant under a single or joint tenancy agreement or as a holiday home.
9 Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains
any loss or damage arising as a consequence of:
a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion.
b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10 Any loss, injury, damage or legal liability arising directly or indirectly from:
a) the failure of any computer or other electrical component to recognise correctly any date and its true calendar date.
b) computer viruses.
11 Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on Our part can be demonstrated. An example of this would be loss of wages as a result of an **Emergency**.
12 Costs associated with any other **Property**, home contents or communal/shared areas of **Your Property**.
13 Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
14 Subsequent claims arising from the same cause or event, when **You** have not taken or paid for the action recommended by **Our Approved Contractor** to ensure that the original fault has received a **Permanent Repair**.
15 Any claim where no fault is found.
16 Failure of any services where the problem is situated outside the boundary of the plot of land on which **Your Property** is situated or beyond the part of the sole or shared supply system or piping for which **You** are legally responsible.

CUSTOMER SATISFACTION

Our Promise of Service: **We** aim to provide a first class service at all times. However, If **You** have a complaint **You** should contact **Us**

in the first instance:

Telephone **Us** on 0345 900 7832 or email **Us** at customerrelations@collinsonservice.com

We will aim to provide **You** with a full response within four weeks of the date **We** receive **Your** complaint and **Our** response will be **Our** final decision based on the evidence presented. If for any reason there is a delay in completing **Our** investigations, **We** will explain why and tell **You** when **We** hope to reach a decision.

In any event, should **You** remain dissatisfied or fail to receive a final answer within eight **We**eks of **Us** receiving **Your** complaint, **You** may have the right to refer **Your** complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 0234 567 or 0300 1239 123. FOS Website: https://www.financial-ombudsman.org.uk/

Please note
If **You** wish to refer this matter to the FOS **You** must do so within 6 months of **Our** final decision. **You** must have completed the above Procedure before the FOS will consider **Your** case.

If **You** do not refer **Your** complaint within the six months, the Ombudsman will not have **our** permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman is only able to intervene in respect of personal policyholders or micro-enterprise (i.e. with a turnover of less than £2,000,000 and less than 10 staff).

Your legal rights are not affected.

CANCELLATION & RENEWAL PROVISIONS

CANCELLATION

Your rights to cancel: **You** have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **You** any Premium **You** have paid to **Us**. In the case of annual policy renewals, **We** will refund to **You** any Premium **You** have paid to **Us** less any payments **We** have made.

Cancellation by **You** for Annual policies: If **You** wish to cancel **Your** policy after 14 days and **You** pay an annual premium in full once a year then, provided no claim has been made, **You** will receive a proportionate refund of the annual premium **You** have paid.

Cancellation by **You** for Monthly rolling policies: If **You** wish to cancel **Your** Policy after 14 days and **You** pay **Your** premium monthly there will be no refund because **You** will have only paid for the cover **You** have already received.

Cancellation by **Us:** If **You** fail to satisfy the terms of **Your** Policy, **We** may choose to cancel **Your** Policy during the Period of Insurance by giving **You** 14 days written notice of cancellation to the last address **You** provided **Us** with. Examples of when **We** might do this includes **You** not paying a Premium instalment when due, **Us** discovering that **Your Property** is no longer eligible for cover, etc.

Premium position upon cancellation by **Us:** If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to **You** or **Your** estate.
If, however an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

RENEWALS

Renewal – Annual policies: **You** will be contacted up to 30 days before the annual renewal date of **Your** policy to invite **You** to renew the policy. **We** will tell **You** about any changes to the premium or the policy terms and conditions. If **You** do not wish to renew **Your** policy, please contact **Us** before **Your** renewal date."

Renewal – Monthly rolling policies: If **You** selected monthly rolling periods of cover, the insurance starts at the date of purchase for a period of one month and will continue by periods of one month at a time upon receipt of each monthly premium from **You**.

OUR RIGHT TO CHANGE THE COVER OR PRICE

Annual Policies: If **We** alter the terms of cover or price of **Your** policy it will only be done at **Your** next annual renewal date.

Monthly rolling Policies: **You** will receive at least two months written notice if **We** decide or need to change **Your** policy cover or the price of **Your** insurance. for any of the following reasons:

- to make minor changes to the policy wording that do not affect the nature of the cover and benefit provided such as changes to make the policy easier to understand;
- to reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting **us** or **Your** policy;
- to reflect changes to taxation applicable to **Your** policy (including but not limited to insurance premium tax);
- to reflect increases or reductions in the cost (or projected cost) of providing **Your** cover, including but not limited to cost increases or reductions caused by changes to the number, cost or timing of claims which **We** as part of **our** pricing policy have assumed or projected will be made under this insurance product,
- to cover the cost of any changes to the cover / benefits provided under this insurance including but not limited to the removal of one or more policy exclusion(s);
- to cover the cost of changes to the systems, services or technology in support of this insurance product.

We may make changes immediately and advise **You** within 30 days of the change having been made if the change is favourable to **You**. Having made a change to the cover or the price **We** will not make another change for at least six months**.**

Your Property Emergency schedule will tell **You** if **You** have a monthly rolling policy or an annual policy.

HOW WE USE THE INFORMATION ABOUT YOU

As a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **You**r agent on a regular basis while **You**r policy is still live. This will include **You**r name, address, risk details and other information which is necessary for us to:

- Meet our contractual obligations to **You**;
- issue **You** this insurance policy;
- deal with any claims or requests for assistance that **You** may have
- service **You**r policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **You**r policy being cancelled or treated as if it never existed.

In order to administer **You**r policy and deal with any claims, **You**r information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **We** will have strict contractual terms in place to make sure that **You**r information remains safe and secure.
We will not share **You**r information with anyone else unless **You** agree to this, or **We** are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information **We** have collected from **You** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **You**r identity. If fraud is detected, **You** could be refused certain services, finance, or employment. Further details of how **You**r information will be used by us and these fraud prevention agencies and databases, and **You**r data protection rights, can be found by visiting www.cifas.org.uk/fpn and www.insurancefraudbureau.org/privacy-policy/

Processing **You**r data
Your data will generally be processed on the basis that it is:
- necessary for the performance of the contract that **We** have with **You**;
- is in the public or **You**r vital interest: or
- for our legitimate business interests.

If **We** are not able to rely on the above, **We** will ask for **You**r consent to process **You**r data.

How **We** store and protect **You**r information
All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.
We will need to keep and process **You**r personal information during the period of insurance and after this time so that **We** can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.
We also have security measures in place in our offices to protect the information that **You** have given us.

How **You** can access **You**r information and correct anything which is wrong
You have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **You**r personal information please contact us by email or letter as shown below:
Email address: data.protection@collinsongroup.com
Postal Address: Sussex House, Perrymount Road, Haywards Heath, Sussex RH16 1DN

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service or refuse to give **You** this information if **You**r request is clearly unjustified or excessive.

We want to make sure that **You**r personal information is accurate and up to date. **You** may ask us to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **You**r personal information, please contact our Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk/

FINANCIAL SERVICES COMPENSATION SCHEME

Collinson Insurance Services Limited and Astrenska Insurance Limited are both covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the www.fscs.org.uk Website.